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25 IN THE UNITED STATES DISTRICT COURT
26 FOR THE CENTRAL DISTRICT OF CALIFORNIA

27 UNITED STATES OF AMERICA)

28 Plaintiff,)

29 v.)

30 ALLIED-SIGNAL, INC., et al.,)

31 Defendants.)

32 STATE OF CALIFORNIA)

33 Plaintiff,)

34 v.)

35 ALLIED-SIGNAL, INC., et al.,)

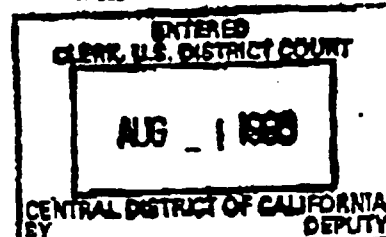
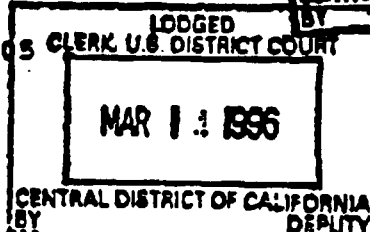
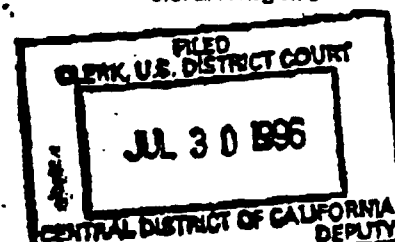
36 Defendants.)

CIVIL NO. 93-6490-MRP (Tx)

PARTIAL CONSENT DECREE

THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).

PARTIAL CONSENT DECREE



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I. BACKGROUND

A. COMPLAINTS. On October 26, 1993, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and, on October 29, 1993, the State of California ("State"), on behalf of the State Department of Toxic Substances Control (formerly, the Toxic Substances Control Program of the State Department of Health Services), filed complaints in this matter pursuant to Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §§ 9607 and 9613. Both the United States and the State ("Plaintiffs") filed, prior to or concurrently with the lodging of this Consent Decree, amended complaints, which add additional defendants to the original complaints. In the amended complaints, the Plaintiffs seek recovery of response costs incurred by the Plaintiffs in connection with actions taken pursuant to CERCLA in response to releases and threatened releases of hazardous substances from the Defendants' facilities in the San Fernando Valley Groundwater Basin ("Basin") and at the North Hollywood Operable Unit Site ("NHOU Site") within the Basin.

B. SITE DESCRIPTION.

1. Basin. The San Fernando Valley Superfund Sites ("SFV Sites") are located in the eastern half of the Basin, between the San Gabriel and the Santa Monica Mountains, in Los Angeles County, California. EPA has divided the SFV Sites in two different ways. For the purpose of placing the SFV Sites on the National Priorities List ("NPL"), EPA divided the SFV Sites into

the following four areas based on the location of drinking water well fields that were known to be contaminated by volatile organic compounds ("VOCs") in 1984: Area 1 (North Hollywood Area), Area 2 (Crystal Springs Area), Area 3 (Verdugo Basin), and Area 4 (Pollock Area). Once more was known about the extent of groundwater contamination and for the purpose of accelerating the investigation and cleanup of the SFV Sites, EPA divided the SFV Sites into the following five Operable Units ("OUs"): North Hollywood (the NHOUSite), Burbank, Glendale North, Glendale South, and Pollock.

2. NHOUSite. This Consent Decree focuses on the NHOUSite, originally listed as part of the San Fernando Valley Area 1/North Hollywood Area NPL site. The NHOUSite is comprised of the areal extent of hazardous substance groundwater contamination that is presently located in the vicinity of the North Hollywood Well Field and includes any areas to which and from which such hazardous substance groundwater contamination migrates.

C. NATURE OF SITE CONTAMINATION. Tests conducted in the early 1980s to determine the presence of certain industrial chemicals in the State's drinking water revealed extensive VOC contamination in the Basin's groundwater. The primary contaminants of concern were and are the solvents trichloroethene ("TCE") and tetrachloroethene ("PCE"), widely used in a variety of industries including metal plating, machinery degreasing, and dry cleaning. By August 1985, groundwater from 27 of the 35 production wells in the North Hollywood Well Field alone exceeded the Federal Maximum Contaminant Level ("MCL") for TCE. MCLs are

1 drinking water standards established under the Safe Drinking
2 Water Act of 1974, as amended, 42 U.S.C. § 300f et seq. Other
3 VOC contaminants in the Basin have also been detected above their
4 MCLs. As a result of this groundwater contamination, many
5 production wells have been taken out of service, despite the fact
6 that the Basin's groundwater has been used to supply the domestic
7 water needs of approximately 800,000 people. According to recent
8 estimates, the plumes of TCE contamination above the MCL in the
9 Basin's groundwater extend over an area eleven miles long and as
10 great as three miles wide.

11 D. NPL LISTING. In June 1986, EPA placed the SFV Sites,
12 which include the NHOU Site, on the NPL (see 51 Federal Register
13 21054). The NPL is promulgated pursuant to Section 105 of
14 CERCLA, 42 U.S.C. § 9605, and is a list of the most seriously
15 contaminated hazardous substances sites in the country (see 40
16 C.F.R. Part 300, Appendix B). As stated in Section I.B.1 above,
17 the SFV Sites listed on the NPL are Area 1 (North Hollywood
18 Area), Area 2 (Crystal Springs Area), Area 3 (Verdugo Basin), and
19 Area 4 (Pollock Area). The original boundaries of the SFV Sites
20 were based on the location of the drinking water well fields that
21 were known to be contaminated by VOCs in 1984. Groundwater data
22 collected since 1984 show that VOC groundwater contamination
23 extends beyond the original boundaries drawn at the time the SFV
24 Sites were placed on the NPL.

25 E. OU DESIGNATION. In 1985, EPA determined that the most
26 effective way of dealing with the spreading groundwater
27 contamination in the Basin was to divide the SFV Sites into OUs.
28 Each OU represents a discrete, interim remedial action that will

1 inhibit the migration of contamination in the groundwater prior
2 to the completion of a Basin-wide Remedial Investigation ("RI")
3 and Feasibility Study ("FS") and selection of any Basin-wide
4 remedial actions. As stated in Section I.B.1 above, EPA has
5 identified the following five OUs: North Hollywood (the NHO
6 Site), Burbank, Glendale North, Glendale South, and Pollock. EPA
7 has issued Record of Decision ("ROD") documents selecting interim
8 remedial actions for four of these OUs: NHO Site (1987),
9 Burbank OU (1989), and Glendale North and South OUs (1993).

10 F. NHO SITE FS AND ROD. In November 1986, pursuant to a
11 cooperative agreement with EPA and the State of California, the
12 Los Angeles Department of Water and Power ("LADWP") completed an
13 OU FS for the NHO Site. After providing an opportunity for the
14 public to comment on the completed OU FS, in September 1987, EPA
15 issued a ROD for the NHO Site. The interim remedial action
16 selected in the 1987 NHO ROD is fifteen years of groundwater
17 extraction and treatment.

18 G. NHO SITE INTERIM REMEDIAL ACTION. In 1989, pursuant
19 to another cooperative agreement with EPA and the State of
20 California, LADWP constructed the NHO Site groundwater
21 extraction and treatment facilities. These facilities pump out
22 contaminated groundwater, remove the contaminants from the
23 groundwater, and convey the treated groundwater to LADWP's pump
24 station for distribution to the public. Consistent with Section
25 104(c)(3) of CERCLA, 42 U.S.C. § 9604(c)(3), EPA paid for ninety
26 percent and the State paid for ten percent of the construction
27 costs of the extraction and treatment facilities; and EPA is
28 paying for ninety percent and the State is responsible for paying

ten percent of the operating costs of the NHOU Site interim remedial action. Pursuant to its cooperative agreement with EPA and the State of California, LADWP will continue to operate and maintain the NHOU Site Interim Remedial Action.

H. BASIN-WIDE GROUNDWATER AND SOIL CLEANUP ACTIVITIES.

Remediation of groundwater in the Basin is a collaborative undertaking of EPA, the State, LADWP, and the California Regional Water Quality Control Board, Los Angeles Region ("RWQCB"). In December 1992, pursuant to another cooperative agreement with EPA, LADWP completed the Phase 1 Basin-wide groundwater RI. EPA is currently preparing a Basin-wide groundwater FS. In addition to groundwater investigation and remediation activities, EPA, in conjunction with the State and RWQCB, has conducted and continues to conduct soil investigations at individual facilities throughout the Basin to uncover potential sources of groundwater contamination. In September 1989, EPA entered into a cooperative agreement with RWQCB to provide funds to augment the State's program to investigate sources of groundwater contamination in the Basin.

I. PLAINTIFFS' ALLEGATION OF DEFENDANTS' LIABILITY. The

Plaintiffs allege that: (i) the past, present, or potential migrations of "hazardous substances," as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), from the Defendants' "facilities," as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), constitute actual or threatened "releases," as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22); (ii) the Defendants are persons subject to liability under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a); (iii) the releases or threatened

1 releases of hazardous substances from the Defendants' facilities
2 have caused the Plaintiffs to incur and to continue to incur
3 "response" costs, within the meaning of Section 101(25) of
4 CERCLA, 42 U.S.C. § 9601(25); and (iv) the actions taken by the
5 Plaintiffs in response to releases or threatened releases of
6 hazardous substances from the Defendants' facilities were not
7 inconsistent with the National Contingency Plan.

8 J. SETTLING DEFENDANTS' DENIAL OF LIABILITY. The
9 Defendants that have entered into this Consent Decree ("Settling
10 Defendants") do not admit and expressly deny any liability to the
11 Plaintiffs arising out of the transactions or occurrences alleged
12 in the amended complaints or as set forth above. The Plaintiffs
13 and the Settling Defendants agree that neither this Consent
14 Decree, nor the entry into settlement, nor any payments pursuant
15 to this Consent Decree shall constitute or be construed as a
16 finding or an admission, adjudication or acknowledgement of any
17 fact or law, or of any liability, fault or wrongdoing, or
18 evidence of such, or an admission of violation of any law, rule
19 or regulation by Settling Defendants nor as an estoppel or waiver
20 of any defenses of Settling Defendants except as provided in
21 Section VI.G of this Consent Decree.

22 K. PURPOSE.

23 1. Pursuant to a cooperative agreement with EPA and
24 the State of California, LADWP is implementing the NHOU Site
25 Interim Remedial Action selected in the 1987 NHOU ROD. The
26 purpose of this Consent Decree is to avoid prolonged litigation
27 and to provide for the Settling Defendants' payment of specified
28 amounts of the past and future response costs for the NHOU Site

1 Interim Remedial Action selected in the 1987 NHOU ROD and of the
2 past costs of Basin-wide investigations relating to their
3 facilities located at the NHOU Site in full and complete
4 satisfaction of any and all claims against Settling Defendants
5 for such costs.

6 2. The parties to this Consent Decree ("Parties")
7 recognize that the Settling Defendants' payment represents only a
8 part of the total cost of the NHOU Site Interim Remedial Action
9 selected in the 1987 NHOU ROD and of the past costs of Basin-wide
10 investigations relating to the facilities located at the NHOU
11 Site.

12 3. In entering into this Consent Decree, the
13 Plaintiffs have considered the circumstances of the releases and
14 threatened releases of hazardous substances in the Basin, the
15 involvement of the Settling Defendants in the ownership and/or
16 operation of facilities located at the NHOU Site and the
17 willingness and capacity of Settling Defendants and the other
18 Defendants to resolve this matter.

19 4. The Parties agree, and the Court by entering this
20 Consent Decree finds, that this Consent Decree has been
21 negotiated by the Parties in good faith and implementation of
22 this Consent Decree will expedite the cleanup of the NHOU Site
23 and will avoid prolonged and complicated litigation between the
24 Parties, and that this Consent Decree is fair, reasonable, and in
25 the public interest.

26 THEREFORE, with the consent of the parties to this Consent
27 Decree, it is ORDERED, ADJUDGED, AND DECREED:
28

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendices attached hereto and incorporated hereunder, the following definitions shall apply:

A. "Basin-wide Response Costs" shall mean all costs that the Plaintiffs have incurred or may incur for Basin-wide/non-operable unit specific investigations or other non-operable unit specific response actions.

B. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

C. "Certification of Completion" shall mean EPA's certification pursuant to Section 122(f)(3) of CERCLA, 42 U.S.C. § 9622(f)(3), that all remedial actions have been completed that relate to the NHOU Site in accordance with the requirements of the National Contingency Plan and any applicable Record of Decision.

D. "Consent Decree" shall mean this Decree and any attached appendices. In the event of conflict between this Decree and any appendix, this Decree shall control.

E. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.

1 F. "EPA" shall mean the United States Environmental
2 Protection Agency and any successor departments or agencies of
3 the United States.

4 G. "Future Basin-wide Response Costs" shall mean all
5 Basin-wide response costs that EPA has incurred or will incur
6 after April 30, 1992 and that the State has incurred or will
7 incur after December 31, 1993.

8 H. "Interest," in accordance with Section 107(a) of
9 CERCLA, 42 U.S.C. § 9607(a), shall mean interest at the rate
10 specified for interest on investments of the Hazardous Substance
11 Superfund established pursuant to the Internal Revenue Code, 26
12 U.S.C. § 9507. In calculating interest, Plaintiffs may compound
13 on a monthly or annual basis.

14 I. "Interim Remedial Action" shall mean the interim
15 remedial action selected in the 1987 NHOU ROD.

16 J. "North Hollywood Operable Unit" or "NHOU Site" shall
17 mean the areal extent of hazardous substance groundwater
18 contamination that is presently located in the vicinity of the
19 North Hollywood Well Field and includes any areas to which and
20 from which such hazardous substance groundwater contamination
21 migrates. EPA has determined that each of the Settling
22 Defendants has owned and/or operated and/or currently owns and/or
23 operates facilities that are located at the NHOU Site and/or has
24 arranged for the disposal of hazardous substances at a facility
25 located at the NHOU Site.

26 K. "Parties" shall mean the United States, the State of
27 California, and the Settling Defendants.

28 L. "Past Basin-wide Response Costs" shall mean Basin-wide

1 Response Costs incurred by EPA prior to and including April 30,
2 1992 and Basin-wide Response Costs incurred by the State prior to
3 and including December 31, 1993.

4 M. "Plaintiffs" shall mean the United States and the State
5 of California.

6 N. "Releasees" shall mean Settling Defendants and their
7 officers, directors, employees and agents, and where the Settling
8 Defendant is a trustee, its successor trustees appointed to carry
9 out the purposes of said trust; and where the Settling Defendant
10 is a corporate entity, its corporate successors to potential
11 liability for the NHOU Site. "Releasees" shall also mean the
12 following named entities associated with one or more of the
13 Settling Defendants:

14 Affiliates of Waste Management Recycling & Disposal Services of
15 California, Inc. (currently known as Waste Management, Inc.):

16 Waste Management Disposal Services of California, Inc.
17 ("WMDSC") f/k/a Valley Reclamation Co.; Bradley Landfill and
18 Recycling Center, a division of WMDSC; Waste Management of
19 California, Inc., including, but not limited to, its divisions
20 Waste Management of Los Angeles-North, f/k/a Waste Management of
21 San Fernando Valley, Waste Management of Los Angeles-South, f/k/a
22 Waste Management of Gardena, and Universal Refuse Removal of El
23 Cajon, f/k/a Universal Refuse Removal, Inc.; Waste Management
24 Collection and Recycling, Inc., f/k/a Inland Disposal, Inc.,
25 including, but not limited to its divisions American Waste
26 Systems, f/k/a American Waste Systems, Inc. and Waste Transfer
27 and Recycling f/k/a Waste Transfer and Recycling, Inc.; Waste
28 Management, Inc., and WMX Technologies, Inc.

Affiliates of Lockheed Martin Corporation (f/k/a Lockheed Corporation) and/or Airport Group International, Inc. (f/k/a Lockheed Air Terminal, Inc.):

Lockheed Martin Corporation and its current and former subsidiaries, divisions and affiliates, including but not limited to Lockheed Martin Aeronautical Systems, f/k/a Lockheed Aeronautical Systems Company; and Lockheed Martin Skunk Works, f/k/a Lockheed Advanced Development Company; Airport Group International, Inc., f/k/a/ Lockheed Air Terminal, Inc., a wholly-owned subsidiary of Airport Group International Holdings, L.L.C., Lockheed Missiles & Space Company, Inc.; and Lockheed Corporation.

Affiliates of CalMat Co.:

CalMat Land Co., CalMat Properties Co., CalMat of Central California, CC Plaza Co., Coast Asphalt, Inc., Huntmix, Inc., Industrial Asphalt, Kirst Construction Co., Inc., Reliance Land Co., Reliance Transport Co., Rio Norte Este Co., River Vista Development Co., River Bend Corp., Sanger Rock and Sand, Sloan Canyon Sand Co., Triangle Rock Products, Inc., Western Thermal Soils Co.

Affiliates of Pick Your Part Auto Wrecking:

Sun Valley Pick-Your-Part Auto Wrecking; Pick Your Part Auto Recycling; The City Tow; Memory Lane Collector Car Parts; Insurance Salvage Service; Master Mining Systems; Multi-Metals; Pick Your Car; Yermo Signs; Cook, Carlton & Lee Advertising Company; Top Line Lien Sales; Help Yourself Auto Wrecking; Sun Valley Repair Shop; Hayward Associates; Contamination Clean-Up of

1 California, Inc.

2 Affiliates of Niels Bruun Andersen, as Trustee of the Erik and
3 Else Bruun-Andersen Trust, and of Pacific Steel Treating Co.,
4 Inc.:

5 Niels-Bruun Andersen

6 608 Batcheller Lane

7 Sioux Falls, SD 57105

8
9 Erik Andersen

10 608 Batcheller Lane

11 Sioux Falls, SD 57105

12
13 However, Releasees shall not include any person or entity
14 with liability for the NHOU Site independent of that person's or
15 entity's association with a Settling Defendant.

16 O. "Settling Defendants" shall mean CalMat Co.; Fleetwood
17 Machine Products, Inc.; Airport Group International, Inc. (f/k/a
18 Lockheed Air Terminal, Inc.); Lockheed Martin Corporation (f/k/a
19 Lockheed Corporation); Pacific Steel Treating Company, Inc.; Pick
20 Your Part Auto Wrecking; Waste Management Recycling and Disposal
21 Services of California, Inc.; Niels Bruun-Andersen, in his
22 capacity as Trustee of the Erik and Else Bruun-Andersen Trust;
23 and William L. Cooke and Jerry Conrow, in their capacity as
24 Trustees of the Amended Cooke Family Trust.

25 P. "State" shall mean the State of California.

26 Q. "United States" shall mean the United States of
27 America.

28 R. "1987 NHOU ROD" shall mean the EPA Record of Decision

1 relating to the North Hollywood Operable Unit of the San Fernando
2 Valley Area 1/North Hollywood Area National Priorities List site
3 that was signed in September 1987 by the EPA Region IX Deputy
4 Regional Administrator, acting for the Regional Administrator,
5 and all attachments thereto.

6 S. "1987 NHOU ROD Response Costs" shall mean all past and
7 future costs that the Plaintiffs or any other person have
8 incurred or will incur for implementation of the remedy selected
9 in the 1987 NHOU ROD.

10 III. JURISDICTION

11 This Court has jurisdiction over the subject matter of this
12 action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.
13 §§ 9606, 9607, and 9613(b). This Court also has personal
14 jurisdiction over the Settling Defendants. Solely for the
15 purposes of this Consent Decree, the Settling Defendants waive
16 all objections and defenses that they may have to jurisdiction of
17 this Court or to venue in this District and shall not challenge
18 the entry of this Consent Decree or this Court's jurisdiction to
19 enter and enforce this Consent Decree.

20 IV. PARTIES BOUND

21 This Consent Decree is binding upon the Plaintiffs, and upon
22 the Settling Defendants and their heirs, successors, and assigns.
23 Any change in ownership or corporate or other legal status,
24 including but not limited to any transfer of assets or real or
25 personal property, shall in no way alter the status or
26 responsibilities of the Settling Defendants under this Consent
27 Decree.
28

V. REIMBURSEMENT OF RESPONSE COSTS

A. PAYMENT OF RESPONSE COSTS. Except as otherwise provided in Paragraph V.F, within thirty (30) days of entry of this Consent Decree, each Settling Defendant shall pay the settlement amount it is obligated to pay pursuant to Paragraph V.F below to the United States and to the State for 1987 NHOU ROD Response Costs and Past Basin-wide Response Costs.

B. FORM OF PAYMENT. Payment to the United States by each Settling Defendant shall be made in accordance with instructions provided by Plaintiff United States to the Settling Defendants upon execution of the Consent Decree. Of the total amount to be paid to EPA pursuant to this Consent Decree, \$ 2,933,000 shall be deposited in the EPA Hazardous Substance Superfund as reimbursement for past response costs incurred at or in connection with the Site as of the Effective Date of this Consent Decree, and \$ 1,817,000 ("the Remainder") shall be deposited in the NHOU Special Account to be retained and used to conduct or finance the response action at or in connection with the Site. Any balance remaining in the NHOU Special Account after completion of the response at or in connection with the Site shall be deposited in the EPA Hazardous Substance Superfund. Payment to the State shall be made in the form of a certified check or cashier's check made payable to "Cashier, Department of Toxic Substances Control," and shall be forwarded to:

Department of Toxic Substances Control
State of California
Accounting Office
400 P Street, 4th Floor
Sacramento, California 95814

Each Settling Defendant shall send a transmittal letter with the check referencing the North Hollywood Operable Unit/San Fernando Valley Area 1 Site, Project Nos. 300126 and 300287. Each Settling Defendant shall also send a copy of its check and transmittal letter to the State as specified in Section XI.

C. FAILURE TO MAKE TIMELY PAYMENTS

1. Interest on Late Payments. In the event that any payments required under Section V are not made when due, interest on the unpaid amount shall begin to accrue thirty (30) days after the effective date of this Consent Decree, at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), through the date of payment.

2. Stipulated Penalties. If any amounts due to the Plaintiffs under this Consent Decree are not paid by the required date, the delinquent Settling Defendant shall pay as a stipulated penalty, in addition to the interest required by Section V.C.1 above, \$1000 for the first 30 days and \$5,000 thereafter per day that such payment is late. Stipulated penalties are due and payable within thirty (30) days of the delinquent Settling Defendant's receipt from either Plaintiff of a demand for payment of the penalties. All payments of stipulated penalties to the United States shall be made in the form of a certified check or cashier's check made payable to "EPA Hazardous Substance Superfund," and shall be forwarded to:

U.S. Environmental Protection Agency, Region IX
Superfund Accounting
P.O. Box 360863M
Pittsburgh, Pennsylvania 15251
Attention: Collection Officer for Superfund

The delinquent Settling Defendant shall send a transmittal letter

with the check referencing the North Hollywood Operable Unit/San Fernando Valley Area 1 Site and the civil action number 93-6490-MRP(Tx), and shall also state that the funds are to be applied to site spill identifier numbers N1 and 59. The delinquent Settling Defendant shall also send copies of the check and transmittal letter to the United States as specified in Section XI. All payments of stipulated penalties to the State shall be made in the form and manner specified in Section V.B above. Penalties shall accrue as provided above regardless of whether Plaintiffs have notified the delinquent Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. However, payment shall be considered timely with respect to each Settling Defendant so long as the Settling Defendant has given timely instructions to a competent financial institution for the subject Electronic Funds Transfer ("EFT") to be made in a timely manner, and has promptly upon the transfer obtained a written verification from the financial institution that the EFT was made in accordance with the Settling Defendant's instructions.

D. COLLECTION ACTIONS. If either Plaintiff must bring an action to collect any payment required by this Consent Decree, the delinquent Settling Defendant shall reimburse the Plaintiff bringing the action for all costs of such action, including but not limited to costs of attorney time.

E. RELATION TO OTHER REMEDIES. Payments made under Section V shall be in addition to any other remedies or sanctions available to the Plaintiffs by virtue of a delinquent Settling

1 Defendant's failure to make timely payments required by this
2 Consent Decree.

3 F. PAYMENT SCHEDULE. The Settling Defendants shall pay
4 the United States and the State the following sums, when and in
5 the manner described in paragraphs V.A and B, above.

	<u>United States</u>	<u>State of California</u>
6 Lockheed Martin Corporation 7 f/k/a Lockheed Corporation/ 8 Airport Group International, Inc. f/k/a 9 Lockheed Air Terminal, Inc.	\$ 2,600,000	\$ 133,572
10 Calmat Co./Pick Your Part 11 Auto Wrecking/Waste Management 12 Disposal Services of California, 13 Inc.	\$ 1,500,000	\$ 78,215
14 Pacific Steel Treating Company/ 15 Inc./Niels Bruun-Andersen, as 16 Trustee of Erik and Else Bruun- 17 Andersen Trust	\$ 325,000	\$ 16,947
18 Fleetwood Machine Products, 19 Inc./William L. Cooke and 20 Jerry Conrow, as Trustees of 21 the Amended Cooke Family Trust	\$ 325,000	\$ 16,947

22 In lieu of the lump sum settlement payment specified in
23 Paragraph F above, the following Settling Defendants: Fleetwood
24 Machine Products, Inc., William L. Cooke and Jerry Conrow, as
25 Trustees of the Amended Cooke Family Trust, hereinafter
26 "Installment Settlers," may make payments as follows:

27 Installment Settlers shall pay \$ 75,000 when and in the
28 manner described in Paragraphs V.A. and B above in accordance
with instructions provided by Plaintiff United States to the
Installment Settlers upon execution of the Consent Decree. The
Installment Settlers shall pay the balance owed to Plaintiff
United States within six months of entry of the Consent Decree.
Interest shall accrue up to the date the balance, including any

1 accrued interest, is paid.

2 It is understood between Plaintiffs and Installment Settlers
3 that the Installment Settlers shall attempt to sell the real
4 property known as 2902 Washington Street, Phoenix, Arizona, in
5 satisfaction of their remaining \$ 250,000 obligation to Plaintiff
6 United States under this Consent Decree. It is understood by
7 Plaintiff State and Installment Settlers that all sale proceeds
8 in excess of \$ 250,000 shall be immediately applied to pay some
9 or all of the Installment Settlers' liability to Plaintiff State.
10 In the event no real property sale proceeds are available, the
11 Installment Settlers shall pay their liability to the State of
12 California in accordance with instructions provided by Plaintiff
13 State to Installment Settlers, in two equal payments, the first
14 being due within six months of entry of this Consent Decree, and
15 the balance owed to Plaintiff State within one year of entry of
16 this Consent Decree.

17 VI. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS

18 A. PLAINTIFFS' COVENANT NOT TO SUE. In consideration of
19 the settlement payments that will be made by each Settling
20 Defendant under the terms of the Consent Decree, and except as
21 specifically provided in Sections VI.B, VI.C, VI.E, and VI.F, the
22 Plaintiffs covenant not to sue or to take administrative action
23 against such Settling Defendant and such additional Releasees as
24 are defined in Section II, pursuant to Sections 106 and 107(a) of
25 CERCLA and Section 7003 of the Resource Conservation and Recovery
26 Act and comparable state law, including but not limited to the
27 California Hazardous Substance Account Act, Health and Safety
28 Code Section 25300, et seq., and/or common law with regard to all

1 1987 NHOU ROD Response Costs and all Past Basin-wide Response
2 Costs. The covenant not to sue shall take effect as to each
3 Settling Defendant and such additional Releasees as are defined
4 in Section II, other than the Installment Settlers, upon the
5 receipt by Plaintiffs of the payments of that Settling Defendant
6 required by Section V; and as to each Installment Settlor, upon
7 the receipt by the Plaintiffs of the initial payments required by
8 Section V of that Settling Defendant. The covenant not to sue as
9 to each Settling Defendant is conditioned upon the Settling
10 Defendant making all of the payments required of that Settling
11 Defendant by this Consent Decree. The covenant not to sue
12 extends only to the Settling Defendants and the Releasees as
13 defined in Section II, and does not extend to any other person.
14 In the event of any breach by a Settling Defendant of its
15 obligations under this Consent Decree, the covenant not to sue
16 shall remain in effect as to the other Settling Defendants and
17 Releasees despite said breach.

18 B. PLAINTIFFS' PRE-CERTIFICATION RESERVATIONS.

19 Notwithstanding any other provision of this Consent Decree, the
20 Plaintiffs reserve, and this Consent Decree is without prejudice
21 to, the right to institute proceedings in this action or in a new
22 action, or to issue an administrative order seeking to compel the
23 Settling Defendants (i) to perform further response actions
24 relating to the NHOU Site or (ii) to reimburse Plaintiffs for
25 costs of response related to such further response actions, if
26 prior to the Certification of Completion:

- 27 1. conditions at the NHOU Site, previously unknown to
28 the Plaintiffs, are discovered, or

1 2. information, previously unknown to the Plaintiffs,
2 is received, in whole or in part,
3 and these previously unknown conditions or information together
4 with any other relevant information indicates that any remedial
5 action taken at the NHOU Site is not protective of human health
6 or the environment. As of the date of entry of this Consent
7 Decree, EPA agrees that the interim remedial measures being
8 implemented at the NHOU Site under the 1987 NHOU ROD are
9 protective of human health and the environment.

10 C. PLAINTIFFS' POST-CERTIFICATION RESERVATIONS.

11 Notwithstanding any other provision of this Consent Decree, the
12 Plaintiffs reserve, and this Consent Decree is without prejudice
13 to, the right to institute proceedings in this action or in a new
14 action, or to issue an administrative order seeking to compel the
15 Settling Defendants (i) to perform further response actions
16 relating to the NHOU Site or (ii) to reimburse the Plaintiffs for
17 such costs of response if, subsequent to the Certification of
18 Completion:

19 1. conditions at the NHOU Site, previously unknown to
20 the Plaintiffs, are discovered, or
21 2. information, previously unknown to the Plaintiffs,
22 is received, in whole or in part,
23 and these previously unknown conditions or this information
24 together with other relevant information indicate that any
25 remedial action taken at the NHOU Site is not protective of human
26 health or the environment.

27 D. INFORMATION AND CONDITIONS KNOWN TO THE PLAINTIFFS.

28 For purposes of Section VI.B, the information and the conditions

known to the Plaintiffs shall include only that information and those conditions set forth in the 1987 NHOU ROD, the administrative record supporting the 1987 NHOU ROD, the San Fernando Valley Phase I Groundwater RI, December 1992, and all documents submitted to EPA in response to CERCLA Section 104(e) inquiries or other EPA requests prior to September 1, 1995. For purposes of Section VI.C, the information and the conditions known to the Plaintiffs shall include the information and conditions known to the Plaintiffs for purposes of Section VI.B, and that information and those conditions set forth in (i) any future Explanation(s) of Significant Differences, ROD(s), or Amendment(s) to any ROD(s) relating to the NHOU Site; (ii) the administrative record supporting any future Explanations of Significant Differences, ROD(s), or Amendments to any ROD(s) relating to the NHOU Site, (iii) all documents submitted to EPA in response to CERCLA Section 104(e) inquiries or other EPA requests prior to issuance of the Certification of Completion; and (iv) the record for the NHOU Site maintained by EPA following issuance of any ROD(s) but prior to issuance of the Certification of Completion.

E. PLAINTIFFS' GENERAL RESERVATION OF RIGHTS. The covenant not to sue set forth above does not pertain to any matters other than those expressly specified in Section VI.A. The Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against each Settling Defendant with respect to all other matters, including, but not limited to, the following:

1. claims based on a failure by that Settling Defend-

- ant to meet a requirement of this Consent Decree;
2. liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances outside of the NHOU Site;
 3. liability for damages for injury to, destruction of, or loss of natural resources;
 4. liability for response costs to enforce CERCLA or any other federal environmental law that have been or may be incurred by any federal agencies other than EPA or the Department of Justice on behalf of EPA;
 5. liability for response costs to enforce CERCLA or any state environmental law that has been or may be incurred by any state agencies other than DTSC or the State Department of Justice on behalf of DTSC; and
 6. criminal liability.

F. PLAINTIFFS' NHOU SITE-SPECIFIC RESERVATION OF RIGHTS.

The covenant not to sue set forth above specifically does not pertain to the performance of any RI/FS other than the 1986 OU/FS that formed the basis for the 1987 NHOU ROD; additional response actions that may be implemented pursuant to any final remedy or pursuant to any future Explanation(s) of Significant Differences, ROD(s), or Amendment(s) to any ROD(s); costs or activities related to any OU other than the NHOU Site, including any future OU(s); or any unknown environmental condition as to which Plaintiffs have reserved their rights in Paragraphs C and D above.

Plaintiff State currently does not fund the costs of operation and maintenance of the NHOU Site remedy and is not seeking to recover such costs in this action. Costs of operations and maintenance are being funded by the United States and LADWP pursuant to contractual agreement. However, in the event that the State subsequently incurs operations and maintenance costs due to a failure by either the United States or the LADWP to fund the operation and maintenance costs of the NHOU Site remedy, such costs are not to be considered "1987 NHOU ROD response costs" as defined in this Consent Decree and the State reserves the right to seek recovery of such operations and maintenance costs from any potentially responsible party, including each of the Settling Defendants.

G. SETTLING DEFENDANTS' RESERVATION OF RIGHTS. Settling Defendants reserve any and all defenses or rights they may have with respect to any actions concerning the NHOU Site except any rights expressly waived in this Consent Decree. Settling Defendants retain any and all rights, claims, remedies and defenses that they have or may have against any person or entity not expressly waived in this Consent Decree, except for rights, claims and remedies any Settling Defendant has or may have against any other Settling Defendant(s) or Releasees for matters addressed in this Consent Decree, which are hereby expressly waived. This reservation shall not affect each Settling Defendant's obligation to perform its obligation under this Consent Decree, and shall not affect EPA's ability to assess stipulated penalties in accordance with Section V.C.2 (Stipulated Penalties).

1 H. SETTLING DEFENDANTS' COVENANT. The Settling Defendants
2 hereby covenant not to sue and agree not to assert any claims or
3 causes of action against either Plaintiff with respect to 1987
4 NHOU ROD Response Costs and Past Basin-wide Response Costs
5 including, but not limited to, (i) any direct or indirect claim
6 for reimbursement from the Hazardous Substance Superfund
7 (established pursuant to the Internal Revenue Code, 26 U.S.C.
8 § 9507), under CERCLA §§106(b)(2), 107, 111, 112, or 113, or any
9 other provision of law; (ii) any claim against the United States
10 or the State, including any department, agency, or
11 instrumentality of the United States or State pursuant to
12 Sections 107 and 113 of CERCLA related to the 1987 NHOU ROD
13 Response Costs or the Past Basin-wide Response Costs; or (iii)
14 any claims arising out of response activities at the NHOU Site.
15 However, and notwithstanding the foregoing, nothing in this
16 Consent Decree shall be interpreted as waiving, abrogating, or
17 resolving (1) any claims which any Settling Defendant has or may
18 have based upon any alleged liability which the United States
19 Department of Defense, any branch or division thereof, or any
20 predecessor agency has or may have for conditions at the NHOU
21 Site pursuant to CERCLA Section 106, 107, 113, 120 or 310, 42
22 U.S.C. §§ 9606, 9607, 9613, 9620 or 9659, or RCRA Section 7002,
23 42 U.S.C. § 6972, or (2) any claims which any Settling Defendant
24 has or may have with respect to the 1987 NHOU ROD response costs
25 or Past Basin-wide Response Costs against the United States
26 pursuant to any contract between any Settling Defendant and the
27 United States or any government contractor(s). Nothing in this
28 Consent Decree shall be deemed to constitute preauthorization of

1 a claim within the meaning of Section 111 of CERCLA, 42 U.S.C.
2 § 9611, or 40 C.F.R. § 300.700(d).

3 VII. CONTRIBUTION PROTECTION

4 A. Except for the Releasees as defined in Section II,
5 nothing in this Consent Decree shall be construed to create any
6 rights in, or grant any cause of action to, any person not a
7 party to this Consent Decree. Each of the Parties expressly
8 reserves any and all rights (including, but not limited to, any
9 right to contribution), defenses, claims, demands, and causes of
10 action which each party may have with respect to any matter,
11 transaction, or occurrence relating in any way to the NHOU Site
12 against any person not a party hereto or a Releasee.

13 B. With regard to claims for contribution against the
14 Releasees for matters addressed in this Consent Decree, the
15 Parties hereto agree that the Releasees are entitled to the
16 protection from contribution actions or claims provided by
17 Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

18 C. "Matters addressed in this Consent Decree" mean 1987
19 NHOU ROD Response Costs and Past Basin-wide Response Costs and
20 shall include any claim for such costs that either Plaintiff has
21 or may have against any Releasee with respect to any facility
22 located within the NHOU Site, subject only to the following
23 qualifications and exceptions. "Matters addressed in this
24 Consent Decree" shall include, but not be limited to, any claim
25 for such costs that either Plaintiff has or may have against
26 CalMat Co. or any Releasees described in Section II above as
27 affiliates of CalMat Co. with respect to the facility located at
28 8251 Tujunga Avenue, Sun Valley, California, but shall not

1 include any other claim for response costs that either Plaintiff
2 has or may have against any Releasee based upon that Releasee's
3 CERCLA section 107(a) liability for release of a hazardous
4 substance from a facility described in the Plaintiffs' first
5 amended complaint(s) in these consolidated actions as a facility
6 currently owned or operated by any Defendant other than Settling
7 Defendants.

8 D. The Settling Defendants agree that with respect to any
9 suit or claim for contribution brought by them for matters
10 addressed in this Consent Decree they will notify the Plaintiffs
11 in writing no later than sixty (60) days prior to the initiation
12 of such suit or claim. The Settling Defendants also agree that
13 with respect to any suit or claim for contribution brought
14 against them for matters addressed in this Consent Decree they
15 will notify in writing the Plaintiffs within sixty (60) days of
16 service of the complaint on them. In addition, the Settling
17 Defendants shall notify the Plaintiffs within ten (10) days of
18 service or receipt of any Motion for Summary Judgment for matters
19 addressed in this Consent Decree and within ten (10) days of
20 receipt of any order from a court setting a case for trial for
21 matters addressed in this Consent Decree.

22 E. The Parties recognize and acknowledge that the
23 settlement embodied in this Consent Decree relates only to the
24 Interim Remedial Action selected in the 1987 NHOU ROD, as well as
25 Past Basin-wide Response Costs, and that additional remedial
26 actions may be necessary to address the contamination at the NHOU
27 Site. In any subsequent administrative or judicial proceeding
28 initiated by the United States or the State and not precluded by

1 this Consent Decree for injunctive relief, recovery of response
2 costs, or other appropriate relief relating to the NHOU Site, the
3 Settling Defendants shall not assert, and may not maintain, any
4 defense or claim based upon the principles of waiver, res
5 judicata, collateral estoppel, issue preclusion, claim-splitting,
6 or other defenses based upon any contention that the claims
7 raised by the United States or the State in the subsequent
8 proceeding were or should have been brought in the instant case;
9 provided, however, that nothing in this Section VII.E affects
10 the enforceability of the covenants not to sue set forth in
11 Section VI.

12 VIII. NHOU SITE ACCESS

13 A. Commencing upon the date of entry of this Consent
14 Decree and terminating upon issuance of a final ROD for the NHOU
15 Site, the Settling Defendants who own property at the NHOU Site
16 agree to provide the Plaintiffs and their representatives access
17 at all reasonable times to their facilities located at the NHOU
18 Site and any other property owned or controlled by the Settling
19 Defendants to which access is required for the implementation of
20 response actions for the NHOU Site, including, but not limited
21 to, the following actions:

- 22 1. monitoring, investigation, remedial, or other
23 activities at the NHOU Site;
- 24 2. verifying any data or information submitted to
25 either Plaintiff;
- 26 3. conducting investigations relating to
27 contamination at or near the NHOU Site;
- 28 4. obtaining samples; and

5. assessing the need for, planning, or implementing response actions at or near the NHOU Site.

To the extent Plaintiffs deem consistent with protection of human health and the environment, Plaintiffs will provide the Settling Defendant with twenty-four (24) hours' notice prior to entry to properties accessed pursuant to this Consent Decree. In accessing Settling Defendants' properties pursuant to this Consent Decree, Plaintiffs shall not unreasonably interfere with Settling Defendants' business activities. However, nothing in this paragraph shall provide any Settling Defendant with any claim or cause of action whatsoever against Plaintiffs, including without limitation any claim for injunctive relief. It shall not constitute an unreasonable interference with Settling Defendants' business activities for a Plaintiff to take any action in response to an emergency deemed by such Plaintiff to constitute an endangerment to human health or the environment. Plaintiffs agree to split samples taken on property owned or controlled by a Settling Defendant if requested by the Settling Defendant.

B. Notwithstanding any provision of this Consent Decree, the Plaintiffs retain all of their respective access authorities and rights, including enforcement authorities related thereto, under CERCLA and any other applicable statute or regulation.

IX. ACCESS TO INFORMATION

A. The Settling Defendants shall provide to the Plaintiffs, upon request, copies of all non-privileged documents and information within their possession or control or that of their contractors or agents relating to the NHOU Site Interim Remedial Action, including, but not limited to, sampling,

1 analysis, chain of custody records, manifests, trucking logs,
2 receipts, reports, sample traffic routing, correspondence, or
3 other documents or information related to the NHOU Site Interim
4 Remedial Action.

5 B. The Settling Defendants may assert business
6 confidentiality claims covering part or all of the documents or
7 information submitted to the Plaintiffs under this Consent Decree
8 to the extent permitted by and in accordance with Section
9 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R.
10 § 2.203(b). Documents or information determined to be
11 confidential by EPA will be afforded the protection specified in
12 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality
13 accompanies documents or information when they are submitted to
14 either Plaintiff, or if EPA has notified the Settling Defendants
15 that the documents or information are not confidential under the
16 standards of Section 104(e)(7) of CERCLA, the public may be given
17 access to such documents or information without further notice to
18 the Settling Defendants.

19 C. The Settling Defendants may assert that certain
20 documents, records, and other information are privileged under
21 the attorney-client privilege or any other privilege recognized
22 by federal or state law. If the Settling Defendants assert such
23 a privilege in lieu of providing documents, they shall provide
24 the Plaintiffs with the following: (i) the title of the
25 document, record, or information; (ii) the date of the document,
26 record, or information; (iii) the name and title of the author of
27 the document, record, or information; (iv) the name and title of
28 each addressee and recipient; (v) a description of the subject of

1 the document, record, or information; and (vi) the privilege
2 asserted. However, no documents, reports, or other information
3 created or generated pursuant to the requirements of this or any
4 other consent decree with the United States shall be withheld on
5 the grounds that they are privileged. If a claim of privilege
6 applies only to a portion of a document, the document shall be
7 provided to Plaintiffs in redacted form to mask the privileged
8 information only.

9 D. No claim of confidentiality or privilege shall be made
10 with respect to any document that falls within Section
11 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9604(e)(7)(F).

12 E. Notwithstanding any provision of this Consent Decree,
13 the Plaintiffs retain all of their respective information
14 gathering authorities and rights, including enforcement
15 authorities related thereto, under CERCLA and any other
16 applicable statute or regulation.

17 X. RETENTION OF RECORDS

18 A. Until ten (10) years after the entry of this Consent
19 Decree, each Settling Defendant shall preserve and retain all
20 records and documents now in its possession or control or which
21 come into its possession or control that relate in any manner to
22 releases of hazardous substances or liability for response
23 actions taken at the NHOUSite or the liability of any person for
24 releases of hazardous substances or liability for response
25 actions conducted and to be conducted at the NHOUSite,
26 regardless of any corporate retention policy to the contrary.

27 B. At the conclusion of this document retention period,
28 the Settling Defendants shall notify the Plaintiffs at least

1 ninety (90) days prior to the destruction of any such records or
2 documents, and, upon request by either Plaintiff, the Settling
3 Defendants shall deliver any such records or documents to the
4 Plaintiff who made the request. The Settling Defendants may
5 assert that certain documents, records, and other information are
6 privileged under the attorney-client privilege or any other
7 privilege recognized by federal or state law. If the Settling
8 Defendants assert such a privilege, they shall provide the
9 Plaintiffs with the following: (i) the title of the document,
10 record, or information; (ii) the date of the document, record, or
11 information; (iii) the name and title of the author of the
12 document, record, or information; (iv) the name and title of each
13 addressee and recipient; (v) a description of the subject of the
14 document, record, or information; and (vi) the privilege
15 asserted. However, no documents, reports, or other information
16 created or generated pursuant to the requirements of this or any
17 other consent decree with the United States shall be withheld on
18 the grounds that they are privileged. If a claim of privilege
19 applies only to a portion of a document, the document shall be
20 provided to Plaintiffs in redacted form to mask the privileged
21 information only.

22 C. Each Settling Defendant hereby certifies, individually,
23 that it has not since notification of potential liability by the
24 United States or the State or the filing of suit against it
25 regarding the NHOUS Site altered, mutilated, discarded, destroyed,
26 or otherwise disposed of any records, documents, or other
27 information relating to its potential liability regarding the
28 NHOUS Site which are the sole record of factual information,

except as such documents are destroyed or altered in the ordinary course of Settling Defendants' business and in compliance with State and federal law, and have not been destroyed for an improper purpose. Each Settling Defendant further warrants that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927.

XI. NOTICES AND SUBMISSIONS

Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the State, and the Settling Defendants, respectively.

As to the United States:

David B. Glazer
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
301 Howard Street, Suite 870
San Francisco, California 94115

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: Case No. 90-11-3-1149

As to EPA:

1 Remedial Project Manager — North Hollywood Operable Unit
2 San Fernando Valley Superfund Site
3 Hazardous Waste Management Division
4 U.S. Environmental Protection Agency, Region IX
5 75 Hawthorne Street
6 San Francisco, California 94105

7 Marie M. Rongone
8 Assistant Regional Counsel
9 U.S. Environmental Protection Agency, Region IX
10 75 Hawthorne Street, RC-3-3
11 San Francisco, California 94105

12 As to the State of California Department of Toxic Substances
13 Control:

14 Ann Rushton
15 Deputy Attorney General, Environment Section
16 California Department of Justice
17 300 South Spring Street, #5000
18 Los Angeles, California 90013

19 Chief, Site Mitigation Branch
20 Department of Toxic Substances Control, Region 3
21 1011 North Grandview Avenue
22 Glendale, California 91201

23 As to the Settling Defendants:

24 For Airport Group International and Lockheed Martin Corporation

25 Dominic J. Hanket, Esq.
26 Assistant General Counsel
27 Lockheed Martin Corporation
28 4500 Park Granada Boulevard
Calabasas, CA 91399-0410

For CalMat Co.

Paul Stanford
General Counsel
CalMat Co.
3200 San Fernando Road
Los Angeles, California 90065

For Pick Your Part Auto Wrecking .

Glenn McElroy
Pick-Your-Part Auto Wrecking
1301 East Orangewood
Anaheim, California 92805

For Waste Management Disposal Services of California, Inc.

1 General Counsel
2 3003 Butterfield Road
3 Oak Brook, Illinois 60521

4 and

5 P.B. "Lynn" Walker
6 Senior Environmental Counsel
7 3900 S. Wadsworth Blvd., Ste. 800
8 Lakewood, CO 80235

9 For Pacific Steel Treating Company, Inc. and the Erik and Else
10 Bruun-Anderson Trust

11 Niels Bruun Andersen
12 608 Batcheller Lane
13 Sioux Falls, SD 57105

14 Erik Andersen
15 608 Batcheller Lane
16 Sioux Falls, SD 57105

17 For William L. Cooke and Jerry N. Conrow, as Trustees of the
18 Amended Cooke Family Trust, and for Fleetwood Machine Products,
19 Inc.

20 Charles H. Pomeroy
21 McKenna & Cuneo
22 444 S. Flower St., 7th floor
23 Los Angeles, CA 90071

24 XII. RETENTION OF JURISDICTION

25 This Court shall retain jurisdiction of this matter for the
26 purpose of enforcing the terms of this Consent Decree.

27 XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28 A. This Consent Decree shall be lodged with the Court for
a period of thirty (30) days for public notice and comment. The
Plaintiffs reserve the right to withdraw or withhold their
consent if the comments regarding the Consent Decree disclose
facts or considerations that indicate that this Consent Decree is
inappropriate, improper, or inadequate. The Settling Defendants

1 consent to the entry of this Consent Decree without further
2 notice.

3 B. If for any reason this Court, or upon appeal, a higher
4 court should decline to approve this Consent Decree in the form
5 presented, this agreement is voidable as to a Settling Defendant
6 by written notice by such Settling Defendant to all other
7 parties, or as to either Plaintiff by written notice by such
8 Plaintiff to all other parties, and the terms of the agreement
9 may not be used as evidence in any litigation between any of the
10 remaining Parties to this Consent Decree and that Settling
11 Defendant or Plaintiff as to whom this Consent Decree is void.

12 XIV. SECTION HEADINGS

13 The section headings set forth in this Consent Decree and
14 its Table of Contents are included for convenience or reference
15 only and shall be disregarded in the construction and
16 interpretation of any of the provisions of this Consent Decree.

XV. SIGNATORIES

Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the Deputy Attorney General of the California Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

SO ORDERED THIS 30 DAY OF July, 1996

MARIANA R. PFAELZER

United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., and California v.
3 Allied-Signal, Inc., et al., 93-6490-MRP(Tx), North Hollywood
4 Operable Unit/San Fernando Valley Area 1 Site.

5 FOR THE UNITED STATES OF AMERICA

6
7 Date: March 7, 1996 [Signature]
8 LOIS J. SCHIFFER
9 Assistant Attorney General
10 Environment and Natural Resources
11 Division
12 U.S. Department of Justice

13 Date: March 12, 1996 [Signature]
14 DAVID B. GLAZER
15 Environmental Enforcement Section
16 Environment and Natural Resources
17 Division
18 U.S. Department of Justice

19 Date: [Signature]
20 ~~GERALD M. CLIFFORD~~
21 ~~Assistant Administrator for Enforcement~~
22 ~~U.S. Environmental Protection Agency~~

23 Date: _____
24 FELICIA MARCUS
25 Regional Administrator, Region IX
26 U.S. Environmental Protection Agency

27 Date: _____
28 MARIE M. RONGONE
Assistant Regional Counsel, Region IX
U.S. Environmental Protection Agency

FOR THE STATE OF CALIFORNIA

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., and California v.
3 Allied-Signal, Inc., et al., 93-6490-MRP(Tx), North Hollywood
4 Operable Unit/San Fernando Valley Area 1 Site.

5 FOR THE UNITED STATES OF AMERICA

6
7 Date: _____

8 LOIS J. SCHIFFER
9 Assistant Attorney General
10 Environment and Natural Resources
11 Division
12 U.S. Department of Justice

13
14 Date: _____

15 DAVID B. GLAZER
16 Environmental Enforcement Section
17 Environment and Natural Resources
18 Division
19 U.S. Department of Justice

20
21 Date: 2/6/96

22 FELICIA MARCUS
23 Regional Administrator, Region IX
24 U.S. Environmental Protection Agency

25
26 Date: January 17, 1996

27 MARIE M. RONGONE
28 Assistant Regional Counsel, Region IX
U.S. Environmental Protection Agency

FOR THE STATE OF CALIFORNIA

1 Date:

10/16/95

Hamid Saebfar

Hamid Saebfar
Chief, Site Mitigation Branch
California Department of Toxic
Substances Control, Region 3

7 Date:

10-17-95

Ann Rushton

ANN RUSHTON
Deputy Attorney General
California Department of Justice

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANTS:

6 LOCKHEED MARTIN CORPORATION (f/k/a Lockheed Corporation)
7 AIRPORT GROUP INTERNATIONAL, INC. (f/k/a Lockheed Air Terminal,
8 Inc.)

9 

10 VINCENT N. MARAFINO
11 Executive Vice-President, Lockheed Martin Corporation

12 Date: 11/9/95

13
14 WASTE MANAGEMENT RECYCLING AND DISPOSAL
15 SERVICES OF CALIFORNIA, INC.

16
17
18 _____
19 GREG LOUGHNANE
20 President

21 Date: _____

22 CALMAT CO.

23
24 _____
25 A. FREDERICK GERSTELL
26 President

27 Date: _____
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.


5 FOR DEFENDANTS:

6 LOCKHEED MARTIN CORPORATION (f/k/a Lockheed Corporation)
7 AIRPORT GROUP INTERNATIONAL, INC. (f/k/a Lockheed Air Terminal,
8 Inc.)
9

10 _____
11 VINCENT N. MARAFINO
12 Executive Vice-President, Lockheed Martin Corporation

13 Date: _____

14 WASTE MANAGEMENT RECYCLING AND DISPOSAL
15 SERVICES OF CALIFORNIA, INC.
16

17 
18 _____
19 GREG LOUGHNANE
20 President

21 Date: 10/24/95

22 CALMAT CO.
23

24 _____
25 A. FREDERICK GERSTELL
26 President

27 Date: _____
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANTS:

6 LOCKHEED MARTIN CORPORATION (f/k/a Lockheed Corporation)
7 AIRPORT GROUP INTERNATIONAL, INC. (f/k/a Lockheed Air Terminal,
8 Inc.)
9

10 _____
11 VINCENT N. MARAFINO
12 Executive Vice-President, Lockheed Martin Corporation

13 Date: _____

14
15 WASTE MANAGEMENT RECYCLING AND DISPOSAL
16 SERVICES OF CALIFORNIA, INC.
17

18 _____
19 GREG LOUGHNANE
20 President

21 Date: _____

22 CALMAT CO.

23 
24 _____
25 ~~A. FREDERICK GERSTELL~~ EXECUTIVE VICE PRESIDENT
26 President

27 Date: 11-6-95
28

1 PICK YOUR PART AUTO WRECKING
2

3
4 Glenn C. Mcelroy
GLENN C. MCELROY
President CEO

5 Date: 12/6/95

Date: _____

6
7
8 PACIFIC STEEL TREATING
COMPANY, INC.
9

10
11 _____
12 NIELS BRUUN-ANDERSEN
President

13 Date: _____

14
15
16 ERIK AND ELSE BRUUN-ANDERSEN
TRUST

17
18
19 _____
20 NIELS BRUUN-ANDERSEN
Trustee of the Erik and Else
Bruun-Andersen Trust

21 Date: _____

22
23 FLEETWOOD MACHINE PRODUCTS, INC.
24
25

26 _____
WILLIAM COOKE
President

27 Date: _____
28

1 PICK-YOUR-PART AUTO WRECKING

2
3
4 GLENN C. MCELROY
President

5 Date: _____

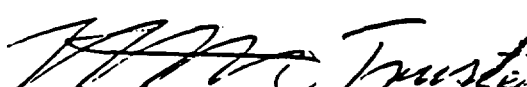
Date: _____

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7
8 PACIFIC STEEL TREATING
COMPANY, INC.

9
10 
11 NIELS BRUUN-ANDERSEN
President

12
13 Date: 11-11-95

14
15 ERIK AND ELSE BRUUN-ANDERSEN
16 TRUST

17
18 
19 NIELS BRUUN-ANDERSEN
Trustee of the Erik and Else
20 Bruun-Andersen Trust

21 Date: 11-11-95

22
23 FLEETWOOD MACHINE PRODUCTS, INC.

24
25
26 WILLIAM COOKE
President

27 Date: _____

1 PICK-YOUR-PART AUTO WRECKING
2
3

4 GLENN C. MCELROY
President

5 Date: _____
6

Date: _____

7
8 PACIFIC STEEL TREATING
COMPANY, INC.
9

10
11 NIELS BRUUN-ANDERSEN
12 President

13 Date: _____
14

15
16 ERIK AND ELSE BRUUN-ANDERSEN
TRUST
17

18
19 NIELS BRUUN-ANDERSEN
Trustee of the Erik and Else
20 Bruun-Andersen Trust

21 Date: _____
22

23 FLEETWOOD MACHINE PRODUCTS, INC.
24

25 William Cooke
26 WILLIAM COOKE
President

27 Date: 10-17-95
28

1
2 AMENDED COOKE FAMILY TRUST
3

4 William L. Cooke
5 WILLIAM L. COOKE
6 Co-Trustee of the Amended Cooke
Cooke Family Trust

7 Date: 10-17-95
8
9

Jerry Z. Conrow
JERRY CONROW
Co-Trustee of the Amended
Cooke Family Trust

Date: 10-18-95
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PROOF OF SERVICE BY MAILING

I, Marilen Iliscupides, declare:

I am over the age of 18 and not a party to the within action. I am employed by the office of United States Attorney, Central District of California. My business address is 300 North Los Angeles Street, Suite 7516, Los Angeles, California 90012.

On March 14, 1996, I served a copy of:

PARTIAL CONSENT DECREE

on each person or entity named below by enclosing a copy in an envelope addressed as shown below and placing the envelope for collection and mailing on the date and at the place shown below following our ordinary office practices. I am readily familiar with the practice of this office for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

Date of mailing: March 14, 1996. Place of mailing: Los Angeles, California.

Addressed to: SEE ATTACHED SERVICE LIST

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 14, 1996 at Los Angeles, California.


MARILEN ILISCUPIDES

SERVICE LIST
(CASE NO. CV 93-6490-MRP(Tx))

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For Defendant California Car Hikers Service:

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For Defendants Gordon N. and Peggy M. Wagner
and Joseph W. Basinger:

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2 Disposal Services of California, Inc.:

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and Zero Corporation

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8 Los Angeles County Metropolitan Transportation Authority

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